

**SECOND AMENDMENT  
TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CAPITAL COMMERCE CENTER, WASHINGTON, D.C.**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAPITAL COMMERCE CENTER, WASHINGTON, D.C. ("Second Amendment") made as of this 5<sup>th</sup> day of September, 2003, by CSX REALTY DEVELOPMENT, LLC., a Georgia limited liability corporation, successor to CSX REALTY, INC. ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant made and declared a Declaration of Covenants, Conditions and Restrictions for Capital Commerce Center, Washington, D.C. ("Declaration") on the 19<sup>th</sup> day of October, 1988 and caused the Declaration to be recorded on the 21<sup>st</sup> day of October, 1988, as Instrument Number 58705 among the land records of the District of Columbia;

WHEREAS, Declarant executed a First Amendment to the Declaration ("First Amendment") on December 27, 1989 and caused the First Amendment to be recorded on December 28, 1989 as Instrument Number 71953 among the land records of the District of Columbia;

WHEREAS, Declarant desires to further amend the Declaration by executing and recording this Second Amendment in order to revise Section 1 ("Permitted and Prohibited Uses") of Article IV ("Protective Covenants and Use Restrictions") of the Declaration by deleting from the list of prohibited uses a "public utility" use;

WHEREAS, pursuant to Article IX ("Duration, Amendment and Termination"), until such time as ninety-five percent (95%) of the Property is sold, the Association may, upon the affirmative vote of not less than two-thirds of the votes entitled to be cast in Association balloting, with the written consent of the Declarant and without requiring the joinder of any Owner or other parties, amend or modify the Declaration by written instrument duly executed by the Association and Declarant (subject to certain restrictions set forth in the Declaration);

WHEREAS, the Association has duly voted to amend the Declaration and has authorized an officer to execute this Second Amendment to evidence such consent; and

WHEREAS, the Declarant has authorized an officer to execute this Second Amendment to evidence its consent hereto.

NOW, THEREFORE, Declarant states and declares as follows:

1. The recitals set forth above are incorporated herein as if fully set forth.
2. All terms set forth in initial capitalization in the recitals above or elsewhere herein shall have the meanings ascribed to them in the Declaration.

Commercial Settlements, Inc.  
1015 15th Street, NW  
Suite 300  
Washington, DC 20005

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3. Section 1 ("Permitted and Prohibited Uses") of Article IV ("Protective Covenants and Use Restrictions") of the Declaration is hereby amended by deleting from the list of uses prohibited without B.A.R. approval the following use (and the words): "public utility".

4. All other terms and conditions of the Declaration shall continue in force and effect without modification.

IN WITNESS WHEREOF, CSX Realty Development, LLC, a Georgia Limited Liability Corporation, as Declarant has caused this Second Amendment to Declaration to be signed with its corporate name by Stephen A. Crosby, its President, and attested by RACHEL E. GEIERSBACH its Secretary, to acknowledge and deliver this instrument according to law, all as of the day and year first hereinabove written.

ATTEST:

CSX REALTY DEVELOPMENT, LLC, a  
Georgia Limited Liability Corporation,  
Declarant

  
Rachel E. Geiersbach  
Name: RACHEL E. GEIERSBACH  
Secretary

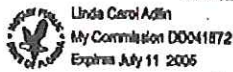
By: Stephen A. Crosby  
Name: STEPHEN A. CROSBY  
President

STATE OF FLORIDA )  
                                  ) ss:  
CITY OF JACKSONVILLE )

I, Linda Carol Adlin, a Notary Public in and for the aforesaid jurisdiction do hereby certify that, Stephen A. Crosby, who is personally well known (or satisfactorily proven) to me as the person named in the foregoing and annexed Second Amendment, as aforesaid, and by virtue of the authority vested in him by said First Amendment acknowledged the same to be the act and deed of CSX Realty Development, LLC, a Georgia limited liability corporation, the Declarant therein.

Given under my hand and seal this 5<sup>th</sup> day of September, 2003.

Linda Carol Adlin  
Notary Public



My commission expires: \_\_\_\_\_

CONSENT OF ASSOCIATION TO SECOND AMENDMENT

By executing this Consent of Association to Second Amendment below, D. Kevin Hurley, Chairman and Art E. Garey of the Capital Commerce Center Association, Inc., a District of Columbia corporation, evidences the consent of the Association to this Second Amendment for the purposes set forth therein.

CAPITAL COMMERCE CENTER  
ASSOCIATION, INC.

Witness:

By: Art E. Garey  
Name Art E. Garey  
Its: Vice President

By: D. Kevin Hurley  
Name: D. Kevin Hurley  
Its: Chairman

203263.1

EXHIBIT "A"

Being all of Lot 811, Square 3571, all of Lot 800, Square 3575, all of Lots 28, 29, 49, 50, 803, 806 and 807, Square 3576, all of Lot 800, Square 3579, all of Lot 1, Square 3582, and all of Parcels 131/224, 130/8, 118/3, 117/22 and 117/23, and part of Lot 2, Square 3579, and part of Lot 808, Square 3605, and also part of Closed 3<sup>rd</sup> Street, N.E., part of Closed Quincy Place, N.E., and part of the Closed Alley in Square 3576, according to the records on file in the Office of the Surveyor of the District of Columbia, being more particularly described as follows:

BEGINNING for the same at the Northwest corner of Lot 51 in Square 3576, as per plat recorded in Liber 66 at folio 75 among the Records of the Office of the Surveyor for the District of Columbia, thence running with the common property line of Lots 50 and 51 and to the Southerly extension and crossing a 20 foot alley.

1. South 00 degrees 00 minutes 30 seconds West, 110.00 feet (measured) to a point; thence with the Southerly line of said alley.
2. South 89 degrees 59 minutes 30 seconds East, 40.00 feet (measured) to a point; thence leaving the Southerly line of said alley and running across aforesaid alley.
3. North 00 degrees 00 minutes 30 seconds East, 10.00 feet (measured) to a point on the centerline of said alley; thence with said centerline.
4. South 89 degrees 59 minutes 30 seconds East, 244.00 feet (measured) to a point thence leaving said centerline and running across said alley.
5. North 00 degrees 00 minutes 30 seconds East, 10.00 feet (measured) to a point on the Northerly line of said alley; thence running with the Northerly line of said alley and the South line of Lot 28, Square 3575.
6. North 89 degrees 59 minutes 30 seconds West, 18.00 feet (measured) to the common Southerly corner of Lots 27 and 28, Square 3576; thence with the common line of Lots 27 and 28.
7. North 00 degrees 00 minutes 30 seconds East, 90.00 feet (measured) to the Southerly right of way line of "R" Street, N.E.; thence with said Southerly right of way line.
8. South 89 degrees 59 minutes 30 seconds East, 310.74 feet (measured) to the intersection of the Southerly right of way line of "R" Street, N.E., and the Westerly right of way line of the Metropolitan Branch of the Baltimore and Ohio Railroad (Parcel 117/22), said point being 181.70 feet East of the Easterly right of way line of 3<sup>rd</sup> Street, N.E., now closed and abandoned; thence leaving said Southerly right of way line and running with aforesaid Westerly railroad right of way line.

9. North 22 degrees 43 minutes 01 seconds East, 97.34 feet (measured) to a point at the intersection of the Northerly right of way line of said "R" Street, N.E., and aforesaid Westerly railroad right of way line; thence continuing with aforesaid Westerly railroad right of way line (Parcel 118/3).
10. North 22 degrees 33 minutes 51 seconds East, 388.32 feet (measured) to a point on the centerline of abandoned 4<sup>th</sup> Street, N.E.; thence running with part of the centerline of said 4<sup>th</sup> Street, N.E., as now closed and abandoned and with the West line of said Lot 811, Square 3571.
11. North 00 degrees 01 minutes 07 seconds West, 92.13 feet (measured) to a point on aforesaid Southerly right of way line of "S" Street, N.E.; thence running with part of said Southerly right of way line and with the North line of said Lot 811, Square 3571.
12. South 89 degrees 37 minutes 00 seconds East, 38.41 feet (measured) to a point on aforesaid Westerly railroad right of way line; thence running with part of said Westerly railroad right of way line (Parcel 130/8)
13. North 22 degrees 38 minutes 49 seconds East, 19.19 feet (measured) to a point on the Easterly right of way line of 4<sup>th</sup> Street, N.E.; thence leaving said railroad right of way line and running with part of said Easterly right of way line and with the Westerly line of aforesaid Lot 800, Square 3606.
14. North 00 degrees 01 minutes 09 seconds East, 72.29 feet (measured) to a point; thence leaving said Easterly right of way line and running with the North line of Lot 800, Square 3606.
15. South 89 degrees 58 minutes 51 seconds East, 30.13 feet (measured) to a point on the aforesaid Westerly railroad right of way line; thence running with said railroad right of way line (Parcels 130/8 and 131/224).
16. North 22 degrees 38 minutes 49 seconds East, 2,639.49 feet (measured) to a point on the Southerly right of way line of Rhode Island Avenue, N.E.; thence running with part of said Southerly right of way line.
17. North 66 degrees 05 minutes 37 seconds East, 149.60 feet (measured) to a point; thence leaving said Southerly right of way line and running across aforesaid Lot 808, Square 3605.
18. South 20 degrees 36 minutes 03 seconds West, 1,075.33 feet to a point on the South 68 degrees 34 minutes 23 seconds East, 19.83 foot line of a right of way for the Washington Metropolitan Area Transit Authority ("WMATA") as per plat of computation on file in the Office of the Surveyor of the District of Columbia in Survey Book 191 at page 58; thence running reversely with the outline of aforesaid WMATA right of way and the outline of aforesaid Lot 808, Square 3605 the following twelve (12) courses and distances.

19. North 68 degrees 34 minutes 05 seconds West, 3.71 feet (measured) to a point;  
thence.
20. South 21 degrees 25 minutes 55 seconds West, 271.00 feet (measured) to a point;  
thence.
21. North 68 degrees 11 minutes 06 seconds West, 2.17 feet (measured) to a point;  
thence.
22. North 21 degrees 50 minutes 59 seconds East, 1.00 feet (measured) to a point;  
thence.
23. North 68 degrees 11 minutes 52 seconds West, 6.50 feet (measured) to a point;  
thence.
24. South 21 degrees 48 minutes 08 seconds West, 272.00 feet (measured) to a point;  
thence.
25. South 68 degrees 11 minutes 52 seconds East, 5.92 feet (measured) to a point;  
thence.
26. South 21 degrees 30 minutes 57 seconds West, 510.19 feet (measured) to a point;  
thence.
27. South 68 degrees 29 minutes 03 seconds East, 4.50 feet (measured) to a point;  
thence.
28. South 21 degrees 30 minutes 57 seconds West, 759.21 feet (measured) to a point;  
thence.
29. North 68 degrees 29 minutes 03 seconds West, 10.00 feet (measured) to a point;  
thence.
30. South 21 degrees 30 minutes 57 seconds West, 472.83 feet (measured) to a point  
on the Southerly right of way line of "R" Street, N.E., as now closed and abandoned; thence  
continuing with said WMATA right of way and with the outline of aforesaid Lot 808, Square  
3605 the following three courses and distances.
31. South 21 degrees 30 minutes 57 seconds West, 919.17 feet (measured) to a point;  
thence.
32. South 68 degrees 29 minutes 03 seconds East, 12.50 feet (measured) to a point;  
thence.

33. South 21 degrees 30 minutes 57 seconds West, 24.64 feet (measured) to a point on the Northerly right of way line of New York Avenue, N.E.; thence leaving said WMATA right of way line and running with said Northerly right of way line.
34. South 66 degrees 00 minutes 44 seconds West, 904.48 feet (measured) to a point on the Northerly right of way line of Florida Avenue, N.E.; thence leaving said New York Avenue and running with the n right of way line of Florida Avenue, N.E.
35. North 61 degrees 21 minutes 46 seconds West, 159.26 feet (measured) to the Easterly right of way line of Eckington Place, N.E.; thence leaving said Florida Avenue and running with the Easterly right of way line of said Eckington Place, N.E.
36. North 12 degrees 19 minutes 30 seconds East, 818.02 feet (measured) to the Southwest corner of the tract of land conveyed to Eckington Place Limited Partnership (Lot 805, Square 3576); thence leaving aforesaid Eckington Place, N.E. and running with the outline of aforesaid Eckington Place Limited Partnership Property (Lot 805, Square 3576) the following three courses and distances.
37. South 89 degrees 59 minutes 30 seconds East, 363.71 feet (measured) to a point; thence.
38. North 00 degrees 00 minutes 30 seconds East, 246.00 feet (measured) to a point; thence.
39. North 89 degrees 59 minutes 30 seconds West, 76.84 feet to a point at the Southeast corner of parcel 117/21, said point also being the Southwest corner of aforesaid Lot 807, Square 3576; thence leaving said Eckington Place Limited Partnership Property and running with the East line of said parcel 117/21 and the West line of said Lot 807, Square 3576.
40. North 00 degrees 00 minutes 30 seconds East, 129.00 feet (measured) to a point on the Southerly right of way of said "R" Street, N.E.; thence leaving the outline of said parcel 117/21 and running with the Southerly right of way line of said "R" Street, N.E. and the North line of Lots 807, 49 and 50, Square 3576.
41. South 89 degrees 59 minutes 30 seconds East, 74.88 feet (measured) to the Northwest corner of said Lot 51, Square 3576, and the point of beginning, containing 1396234 square feet or 32.0531 acres of land, more or less.

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**Name and Address of Declarant:**

CSX Realty Development, LLC  
301 West Bay Street, Suite 800  
Jacksonville, FL 32202-5184

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Washington, DC 20005

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